

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

NUCLEAR DEVELOPMENT, LLC,	§	
	§	
Plaintiff,	§	
	§	CIVIL ACTION CASE NUMBER:
vs.	§	
	§	5:18-CV-01983-LCB
	§	
TENNESSEE VALLEY AUTHORITY,	§	
	§	
Defendant.	§	

**REPLY IN SUPPORT OF PLAINTIFF’S MOTION TO ALTER OR
AMEND THE JUDGMENT PURSUANT TO RULES 52 AND 59**

Plaintiff Nuclear Development, LLC (“ND”) submits this reply brief in support of its Motion to Alter or Amend the Judgment (Doc. 259).

As explained in ND’s Motion to Alter or Amend the Judgment, the Court’s judgment was in error because it was predicated on a misunderstanding of the governing law. In its judgment, the Court relied on and incorporated erroneous findings from its summary judgment order¹ regarding the governing law, the Purchase and Sales Agreement (“PSA”), and Bellefonte. (*See* Doc. 259 at 3-10). This led the Court to make erroneous factual and legal conclusions regarding ND’s claims and the evidence at trial. *See Corley v. Jackson Police Dep’t*, 566 F.2d 994,

¹ The findings of fact and conclusions of law from the summary judgment order were based on the evidence presented at the summary judgment stage and not the evidence at trial. Therefore, to the extent the Court relied on and/or made findings based on the evidence at the summary judgment stage, this also constitutes error.

1001 (5th Cir. 1978) (“findings induced by or resulting from a misapprehension of controlling substantive principles . . . cannot stand.”).

TVA’s opposition to Plaintiff’s Motion to Alter or Amend the Judgment does not address these concerns, and instead offers only cursory and conclusory statements that fail to address the substance of ND’s motion. Therefore, ND moves the Court to alter and amend its judgment to correct the Court’s erroneous findings of fact and conclusions of law regarding the PSA and the requirements of the Atomic Energy Act, and to enter judgment in ND’s favor and order specific performance, together with interest, or alternatively render judgment in favor of ND for the full amount of damages proven at trial.

Respectfully submitted on this 27th day of October 2021.

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CERTIFICATE OF SERVICE

I do hereby certify that, on October 27, 2021, I filed the foregoing pleading with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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